

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

QUANTUM, INC., an Oregon corporation)	Civil No.: 3:16-cv-00334-JE
)	
Plaintiff, Counterclaim Defendant,)	JUDGMENT
)	
v.)	
)	
AKESO HEALTH SCIENCES, LLC, a)	
California corporation,)	
)	
Defendant, Counter-Claimant.)	
_____)	

JELDERKS, Magistrate Judge:

Pursuant to the Court's summary judgment Opinion and Order filed June 5, 2017; the jury's Verdict dated June 12, 2017; and the Court's Opinion and Order filed August 2, 2017, IT IS HEREBY ORDERED AND ADJUDGED that:

1) the parties' written agreement dated February 11, 2002, expired in its entirety on October 31, 2004, and to the extent it was still viable in any respect, any residual rights of the parties were extinguished by the release executed by the parties on September 27, 2005; therefore, Plaintiff Quantum is awarded judgment on its Claim 1 and on Defendant Akeso's Counterclaims 1, 2 and 4.

2) Defendant Akeso is awarded judgment on its implied contract counterclaim regarding sales channels (Counterclaim 10) in the amount of \$504,381.00, reduced to \$404,381.00 pursuant to paragraph (3) below;

3) Defendant Akeso is awarded judgment on Counterclaim 9 for implied contract – specific performance upon payment of \$100,000 to Quantum. This payment is satisfied by the

reduction to the judgment in paragraph (2) above. No later than 10 business days after the filing of this Judgment, Quantum shall complete a trademark assignment of United States Trademark Registration No. 2,002,902 and United States Trademark Application Serial No. 86/857160 in accordance with Section 10 of the Lanham Act (15 U.S.C. §1060). Furthermore, Quantum is enjoined from using the MigreLief trademark as of the date of this Judgment. Quantum shall, without delay, impound and destroy all packaging currently in its possession that bears the MigreLief trademark;

4) Defendant Akeso's counterclaims for breach of the 2002 contract - improper sales channels, promissory estoppel, equitable estoppel, injunctive relief, trademark infringement based on Quantum's use of the MigreLief trademark, unfair competition based on Quantum's use of the MigreLief trademark, and unfair and deceptive trade practices based on Quantum's use of the MigreLief trademark (Counterclaims 3, 5, 6, 11, 12, 13, 14 and 19) are dismissed with prejudice;

5) each of the parties' remaining claims for cancellation of the trademark registration and application, trademark infringement, unfair competition, and unfair and deceptive trade practices (Akeso's Counterclaims 7, 8, 15, 16, 17, 18, and Quantum's Claim Two, including Counts One, Two and Three) are dismissed with prejudice;

6) each party is responsible for its own attorneys' fees and costs; and

7) all other pending motions are denied as moot.

DATED this day 8th day of August, 2017.



John Jelderks
U.S. Magistrate Judge